www.dmvNow.com
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

DMV USE ONLY
USER [redacted] 8472

Information Use Agreement

PURPOSE: To establish an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMV records.

This Agreement, made and entered into on this date: February 5, 2014 (month, day, year), between US Dept. of HS Immig & Customs Enforcement, hereinafter referred to as the USER, and the Commonwealth of Virginia, Department of Motor Vehicles, hereinafter referred to as DMV.

Witnesseth:

The term of this Agreement shall be for the period beginning on February 5, 2014 (month, day, year), and shall continue for a period of two years, ending on February 4, 2016 (month, day, year), unless otherwise terminated by the USER upon thirty (30) days written notice to DMV, or terminated by DMV at any time by written or verbal notice to the USER. DMV reserves the right to terminate this Agreement in part or in whole for any reason, at anytime, without prior notice at the sole discretion of DMV. Notice shall be deemed given on the date delivered to the other party, or, if sent by mail, five (5) days from the date of mailing as indicated by the postal mark on the envelope.

This Agreement may be renewed for an infinite number of successive two-year periods. This Agreement shall not automatically renew. Written notice of DMV's intention to renew shall be given approximately sixty days prior to expiration of each contract period.

All modifications to this Agreement must be authorized in advance, in writing, by DMV. Under no circumstances shall the USER proceed with changes to any aspect of this Agreement without express, prior written consent of DMV.

According to § 46.2-208 of the Code of Virginia, the Commissioner may enter into an agreement with any governmental authority or business to exchange information specified in this section by electronic or other means.

Whereas, the USER requests the following:

☒ Driver Information which relates to a driver's license status and driver activity.

☒ Vehicle Information which includes vehicle description, title, registration and vehicle activity.

Now, therefore, the USER hereby agrees without reservation or qualification to comply with all statutes and regulations, whether Federal or State, and all DMV policies pertaining to personal information disseminated by DMV, which statutes and regulations include but may not be limited to: VA Code §§ 46.2-208, 46.2-209 and 46.2-210, the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 through 2725 and DMV's Information Security Policy. The USER further agrees and hereby certifies that the information furnished from said record(s) shall be used for no purpose other than the purpose for which it was furnished.

The use of the seal of the Commonwealth of Virginia or any copyrighted material owned by the Commonwealth of Virginia is prohibited.

AUTOMATED INTERFACE RESTRICTION: The User and/or its agents will not develop or utilize any automated interfaces or other methodologies for the extraction or manipulation of data or information (commonly referred to as screen-scraping or web-enabled access) received from DMV pursuant to this Information Use Agreement without explicit review and written permission of DMV. DMV has established this requirement because federal and state laws impose stringent requirements providing for the protection and presentation of all data processed, stored, and transmitted via DMV's systems, whether internet, extranet or intranet. DMV reserves the right to revoke this Information Use Agreement if this provision is violated in any way.

The USER will keep on file and make available for inspection by DMV adequate written authorization by the subject for each such personal information request to cover any requested dissemination when required by law. The USER further agrees and hereby certifies that in the event the disclosure of such information leads to any claim or litigation, the USER will indemnify and hold DMV harmless from any resulting liability.

The laws of the Commonwealth of Virginia shall govern this Agreement. Any litigation arising under or concerning this Agreement shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia. Should a court of competent jurisdiction find any clause or provision of this Agreement unenforceable, that clause or provision shall be struck from the Agreement or may be modified as the court sees fit in a manner that allows other clauses or provisions in the Agreement to remain in full force and effect.

Security Requirements: All automated systems access users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All automated systems access users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All automated systems access users also shall, at their own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

USE AGREEMENT
VITA SERVICES

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

FEB 25 2014

All automated systems access users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

Audit Requirements: DMV reserves the right to audit User to confirm compliance with all requirements in this agreement. User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

It is certified that the information obtained by Online Access is to be used for the sole purpose (stated in the USER's application) of: investigations associated with violation of federal immigration law and the USER covenants that the information shared, as contemplated by this Agreement, is personal to the USER and that the USER will not permit the information to be utilized by any other person, firm, corporation or government agency unless expressly specified and authorized in an addendum to this agreement. Further, USER covenants that the information obtained will be used solely to assist in the delivery of services in the USER's normal course of business, which expressly shall not include use in transactions in which the USER has a personal interest or transactions in which there is a personal benefit accruing to the USER.

a) Misuse: DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual misuse of information provided to USER pursuant to this Agreement or derived therefrom by USER or any customer or third party supplied with information directly or indirectly by USER.

b) Changes in the Law: This Agreement is subject to immediate termination by DMV or the USER upon passage or interpretation by a court of competent jurisdiction of any state or federal law or regulation that makes this Agreement or any provision contained herein unlawful, or any law or regulation that would require DMV, as a result of uses authorized by this Agreement, to obtain express written consent of the person to whom such information pertains.

c) Non-Compliance with the Terms of this Agreement: DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual non-compliance with the terms of this Agreement.

Should the USER misuse the information obtained from DMV or otherwise fail to comply with the terms of this Agreement, then, in addition to immediately terminating this Agreement and/or denying USER's access to DMV's records, DMV may:

1) recover all files and media suspected of containing information obtained from DMV;
2) hold the USER responsible for any damages caused by the misuse of personal information obtained from DMV; and
3) make public any available evidence of such misuse of information and/or non-compliance with the terms of this Agreement in order to allow victimized persons the opportunity to bring charges against the USER, either individually or in concert.

In accordance with the provisions of Section 607 of the Federal Fair Credit Reporting Act, Public Law No. 91-508, The Federal Driver's Privacy Protection Act of 1994, Title VI of the Consumer Credit Protection Act, the Government Data Collection and Dissemination Practices Act, Section 2.2-3800 through 2.2-3809 of the Code of Virginia, 1950, (as amended), and Section 46.2-208 et seq. of the Code of Virginia, 1950, (as amended) it is hereby certified that the below named USER is entitled to the use of the above requested information recorded in the files of DMV.

It is further certified that the below named USER has caused this agreement to be signed by a duly authorized representative or agent, thereby binding its authorized personnel and representatives to the conditions stated in this Information Use Agreement.

The USER, unless exempt from fees based on Virginia Code § 46.2-214, 1950, (as amended), will be billed monthly for services outlined in this Information Use Agreement. If payment for these services is not received within 30 days of billing, DMV will consider the payment overdue and may take action to discontinue the services. Users will be subject to DMV's usual procedures for collection of past due accounts.

In witness whereof, the parties hereto have affixed their signatures and seals.

(Print or type)

USER IDENTIFICATION	SIGNATURES
USER US Dept. of HS Immig & Customs Enforcement	USER SIGNATURE (authorized representative) [redacted]
TAXPAYER IDENTIFICATION NUMBER [redacted]	USER AUTHORIZED REPRESENTATIVE (print) [redacted]
ADDRESS (street or post office box) 9200 Arboretum Parkway, Suite 140	DATE (mm/dd/yyyy) FEB 21 2014
CITY, STATE, ZIP CODE North Chesterfield, VA 23236	DMV AUTHORIZED REPRESENTATIVE [redacted]
TELEPHONE NUMBER (804) 330-8250	DATE (mm/dd/yyyy) 3/5/14

OTHER AUTHORIZED USERS

Names of Authorized USERS. Use letterhead stationary if more space is needed.

[redacted] (DHS/ICE)
[redacted] (DHS/ICE)

SPECIAL USER NOTES AND AGREEMENT PROVISIONS

- Violation of the terms contained herein is punishable under state law as a Class 4 misdemeanor. Violation of Federal Public Law 91-508, known as the Fair Credit Reporting Act, and the provisions therein is punishable by up to a $5,000 fine or two years imprisonment or both.
- Users are subject to reasonable inspection and/or audit by DMV to ensure compliance with the terms and provisions stated in this Agreement.

JOE AGREEMENT
SERVICES

FEB 25 2014

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Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

Information Use Agreement Addendum

Purpose: To establish special conditions of an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMVs records.

The following special conditions are appended to and made a part of the attached Information Use Agreement.

Initials	Special Conditions
USER DMV REP	**Special Information Use Allowed** The user is granted the authority to obtain the DMV information outlined in the Information Use Agreement for the purpose of acting as a third party agent (information service) to provide the the information directly to other authorized users who also possess valid use agreements or are entitled to the provisions unless expressly amended by another Information Use Agreement. List third party authorization circumstances.
USER DMV REP	**Information Retention** The user agrees to keep accessible and on file copies of all information accessed under this agreement for a period of 3 years from the time the data was received. Copies may be kept in the following format(s). Paper
USER DMV REP	**Special Procedures** A record of all inquiries into DMV records will be maintained for three years from the date of inquiry. Information received from DMV will not be released to a third party without prior written approval from DMV. Information received from DMV will be kept in a locked and secure location available to only authorized users.

USE AGREEMENT
SERVICES

FEB 25 2014

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Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

DMV USE ONLY
USER 9422

Information Use Agreement

PURPOSE: To establish an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMV records.

This Agreement made and entered into on this date: January 29, 2016, between US Department of Homeland Security, Immigration & Customs Enforcement; hereinafter referred to as the USER, and the Commonwealth of Virginia, Department of Motor Vehicles, hereinafter referred to as DMV.

Witnesseth:

The term of this Agreement shall be for the period beginning on **February 05, 2016** and shall continue for a period of two years, ending on **February 04, 2018** unless otherwise terminated by the USER upon thirty (30) days written notice to DMV, or terminated by DMV at any time by written or verbal notice to the USER. DMV reserves the right to terminate this Agreement in part or in whole for any reason, at any time, without prior notice at the sole discretion of DMV. Notice shall be deemed given on the date delivered to the other party, or, if sent by mail, five (5) days from the date of mailing as indicated by the postal mark on the envelope.

This Agreement may be renewed for an infinite number of successive two-year periods. This Agreement shall not automatically renew. Written notice of DMV's intention to renew shall be given approximately sixty days prior to expiration of each contract period.

All modifications to this Agreement must be authorized in advance, in writing, by DMV. Under no circumstances shall the USER proceed with changes to any aspect of this Agreement without express, prior written consent of DMV.

According to § 46.2-208 of the Code of Virginia, the Commissioner may enter into an agreement with any governmental authority or business to exchange information specified in this section by electronic or other means.

Whereas, the USER requests the following:

- Driver Information which relates to a driver's license status and driver activity
- Vehicle Information which includes vehicle description, title, registration and vehicle activity

Now, therefore, the USER hereby agrees without reservation or qualification to comply with all statutes and regulations, whether Federal or State, and all DMV policies pertaining to personal information disseminated by DMV, which statutes and regulations include but may not be limited to: Virginia Code §§ 46.2-208, 46.2-209 and 46.2-210, the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 through 2725 and DMV's Information Security Policy. The USER further agrees and hereby certifies that the information furnished from said record(s) shall be used for no purpose other than the purpose for which it was furnished.

The use of the seal of the Commonwealth of Virginia or any copyrighted material owned by the Commonwealth of Virginia is prohibited.

AUTOMATED INTERFACE RESTRICTION: The User and/or its agents will not develop or utilize any automated interfaces or other methodologies for the extraction or manipulation of data or information (commonly referred to as screen-scraping or web-enabled access) received from DMV pursuant to this Information Use Agreement without explicit review and written permission of DMV. DMV has established this requirement because federal and state laws impose stringent requirements providing for the protection and presentation of all data processed, stored, and transmitted via DMV's systems, whether internet, extranet or intranet. DMV reserves the right to revoke this Information Use Agreement if this provision is violated in any way.

The USER will keep on file and make available for inspection by DMV adequate written authorization by the subject for each such personal information request to cover any requested dissemination when required by law. The USER further agrees and hereby certifies that in the event the disclosure of such information leads to any claim or litigation, the USER will indemnify and hold DMV harmless from any resulting liability.

The laws of the Commonwealth of Virginia shall govern this Agreement. Any litigation arising under or concerning this Agreement shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia. Should a court of competent jurisdiction find any clause or provision of this Agreement unenforceable, that clause or provision shall be struck from the Agreement or may be modified as the court sees fit in a manner that allows other clauses or provisions in the Agreement to remain in full force and effect.

Security Requirements: All automated systems access users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All automated systems access users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All automated systems access users also shall, at their own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

DMV
FEB 04 2016

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

All automated systems access users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

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Audit Requirements: DMV reserves the right to audit User to confirm compliance with all requirements in this agreement. User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

Use Agreement Services
FEB 08 2016

It is certified that the information obtained by Online access, is to be used for the sole purpose (stated in the USER's application) of: enforcing laws for violations of Federal Immigration to identify persons under investigation and the USER covenants that the information shared, as contemplated by this Agreement, is personal to the USER and that the USER will not permit the information to be utilized by any other person, firm, corporation or government agency unless expressly specified and authorized in an addendum to this agreement. Further, USER covenants that the information obtained will be used solely to assist in the delivery of services in the USER's normal course of business, which expressly shall not include use in transactions in which the USER has a personal interest or transactions in which there is a personal benefit accruing to the USER.

a) Misuse: DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual misuse of information provided to USER pursuant to this Agreement or derived therefrom by USER or any customer or third party supplied with information directly or indirectly by USER.

b) Changes in the Law: This Agreement is subject to immediate termination by DMV or the USER upon passage or interpretation by a court of competent jurisdiction of any state or federal law or regulation that makes this Agreement or any provision contained herein unlawful, or any law or regulation that would require DMV, as a result of uses authorized by this Agreement, to obtain express written consent of the person to whom such information pertains.

c) Non-Compliance with the Terms of this Agreement: DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual non-compliance with the terms of this Agreement.

Should the USER misuse the information obtained from DMV or otherwise fail to comply with the terms of this Agreement, then, in addition to immediately terminating this Agreement and/or denying USER's access to DMV's records, DMV may:

1) recover all files and media suspected of containing information obtained from DMV;
2) hold the USER responsible for any damages caused by the misuse of personal information obtained from DMV; and
3) make public any available evidence of such misuse of information and/or non-compliance with the terms of this Agreement in order to allow victimized persons the opportunity to bring charges against the USER, either individually or in concert.

In accordance with the provisions of Section 607 of the Federal Fair Credit Reporting Act (Pub. L. 91-508, as amended), the Federal Driver's Privacy Protection Act, the Consumer Credit Protection Act (Pub. L. 90-321, as amended), the Virginia Government Data Collection and Dissemination Practices Act (Virginia Code § 2.2-3800 et seq.), and § 46.2-208 et seq. of the Code of Virginia it is hereby certified that the below named USER is entitled to the use of the above requested information recorded in the files of DMV.

It is further certified that the below named USER has caused this agreement to be signed by a duly authorized representative or agent, thereby binding its authorized personnel and representatives to the conditions stated in this Information Use Agreement.

The USER, unless exempt from fees based on Virginia Code § 46.2-214, will be billed monthly for services outlined in this Information Use Agreement. If payment for these services is not received within 30 days of billing, DMV will consider the payment overdue and may take action to discontinue the services. Users will be subject to DMV's usual procedures for collection of past due accounts.

In witness whereof, the parties hereto have affixed their signatures and seals.

(Print or type)

USER IDENTIFICATION	SIGNATURES
USER US Department of Homeland Security, Immigration & Customs Enforcement	USER SIGNATURE (authorized representative) [redacted]
TAXPAYER IDENTIFICATION NUMBER [redacted]	USER AUTHORIZED REPRESENTATIVE (print) [redacted]
ADDRESS (street or post office box) 9200 Arboretum Parkway, Suite 140	DATE (mm/dd/yyyy) 2/2/2016
CITY, STATE, ZIP CODE North Chesterfield, VA 23236	DMV AUTHORIZED REPRESENTATIVE [redacted] DATE (mm/dd/yyyy) 2-8-16
TELEPHONE NUMBER 804-330-8250	

OTHER AUTHORIZED USERS

Names of Authorized USERS. Use letterhead stationary if more space is needed.

[redacted] (DHS/ICE)

SPECIAL USER NOTES AND AGREEMENT PROVISIONS

- Violation of the terms contained herein is punishable under state law as a Class 4 misdemeanor. Violation of Federal Public Law 91-508, known as the Fair Credit Reporting Act, and the provisions therein is punishable by up to a $5,000 fine or two years imprisonment or both.
- Users are subject to reasonable inspection and/or audit by DMV to ensure compliance with the terms and provisions stated in this Agreement.

Use Agreement Services

FEB 08 2016

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Richmond, Virginia 23269-0001

US 5310 (10/21/04)

Information Use Agreement Addendum

Purpose: To establish special conditions of an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMVs records.

The following special conditions are appended to and made a part of the attached Information Use Agreement.

Initials	Special Conditions
USER DMV REP	**Special Information Use Allowed** The user is granted the authority to obtain the DMV information outlined in the Information Use Agreement for the purpose of acting as a third party agent (information service) to provide the the information directly to other authorized users who also possess valid use agreements or are entitled to the provisions unless expressly amended by another Information Use Agreement. List third party authorization circumstances.
USER DMV REP	**Information Retention** The user agrees to keep accessible and on file copies of all information accessed under this agreement for a period of 3 years from the time the data was received. Copies may be kept in the following format(s). Paper
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Use Agreement Services
FEB 08 2016